

lows, that because the responsibility of the bond of a sole executor is thus discharged by this legal transmutation of the property from his hands as executor to his hands as guardian, that in every case, the authority of an executor over the personal estate of his testator terminates with the period limited by law for the settlement of the estate, or the passage of what may be called a final account. Indeed, in the case already referred to, the principle is adjudged not to be applicable to the case of two executors, whose authority over the assets remains, notwithstanding the period allowed by law for the settlement of the estate has expired.

No case has been produced, and it is believed, none can be produced, which decides that the authority of executors to dispose of the assets of their testators, terminates with the period allowed by our testamentary system, for the settlement of the estates of deceased persons; and it is well known that they have, unchallenged, and, in numberless instances, executed the power to dispose of the assets long after that period.

The sale, in this case, by the executrix to the defendant, Linstead, was made in 1829, before the passage of the act of Assembly, which prohibits thereafter executors or administrators from selling the property of their testators or intestates, without the previous authority of the Orphans Court granting the letters, and, consequently, the title of this purchaser is unaffected by that act. The question is, therefore, to be decided without reference thereto, and depends upon the state of the law at the period of the sale; and there can be no doubt that by the general rule at that time, both in the courts of law and equity, executors or administrators might dispose absolutely of the whole personal effects of their testators or intestates, and that neither creditors nor legatees, either general or specific, could pursue the property in the hands of the purchaser, and that, in the language of an eminent judge, "what becomes of the price is of no concern to him." The only exception to this general rule will be found in those cases where collusion exists between the purchaser and the personal representatives. 2 *Wms. Exs.*, 609, 610, 611.